

MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of October, 2011 is made by and among Onpoint Health Data, hereinafter called **Onpoint**, the Maine Health Data Processing Center, hereinafter called the **Center**, and the Maine Health Data Organization, hereinafter called the **MHDO**.

Onpoint is a private, nonprofit corporation of the State of Maine.

The **Center** is a non-profit corporation organized under Maine law established by the **MHDO** and **Onpoint** pursuant to Title 10, Chapter 102 of the Maine Revised Statutes.

MHDO is an independent executive agency of the State of Maine.

The Employer Identification Number of **Onpoint** is 01-0349706.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **Center** and the **MHDO**, **Onpoint** hereby agrees with the **Center** and the **MHDO** to furnish all qualified personnel, facilities, materials and services and in consultation with the **Center**, to perform the services, study or project described in Rider A. The following riders are hereby incorporated into this contract by reference:

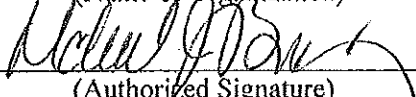
Rider A - Specifications of Work to be Performed

Rider B - Payment and Other Provisions

IN WITNESS WHEREOF, **Onpoint**, the **Center**, and the **MHDO** by their representatives duly authorized, have executed this agreement in three (3) originals as of the day and year first above written.

Maine Health Data Processing Center

(Name of Organization)

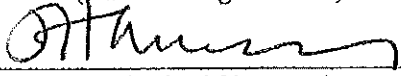

(Authorized Signature)

Michael Brannigan, Chair

(Typed Name and Title)

Onpoint Health Data

(Name of Organization)

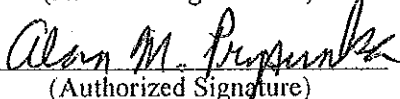

(Authorized Signature)

James H. Harrison, President/CEO

(Typed Name and Title)

Maine Health Data Organization

(Name of Organization)


(Authorized Signature)

Alan M. Prysunka, Director

(Typed Name and Title)

Rider A – Specifications of Work to be Performed

A. Data Submission Requirements

1. Claims Data Manager Portal

Onpoint shall be responsible for the operation and maintenance of the Onpoint Claims Data Manager (CDM) system, which has an external web portal with a secure SSL web upload interface for payers to submit and monitor data. The CDM system shall also have a back-end data management tool for tracking the status of each submission. Onpoint shall provide an application to the data submitters that encrypts specified data elements, includes header and footer information and zips files to be uploaded through the secure web portal. The web portal shall allow the data submitter or Onpoint designate to indicate the type of submission (i.e., test, live data, replacement of live data), data period and the name of the file(s) being submitted. Each uploaded submission shall be acknowledged immediately by the Onpoint CDM system, and the user shall be allowed to upload additional file(s), check the status of submissions, obtain status reports, or log off.

Onpoint shall provide and maintain a stand-alone windows application designed to run on the data submitter's computer prior to data submission to the CDM system. This application shall be designed to provide preliminary validation of the data to be submitted, add header and footer records, and hash (SHA-512) data elements specified by the MHDO.

2. Payer Registration

Onpoint shall have the capability to electronically receive annual registration forms as determined by the MHDO for all health care claims processors (payers) covering Maine residents, as defined within the MHDO Chapter 243 rules and related statutes. Payers may use one of the following three methods to register the company with Onpoint CDM: register online via www.onpointcdm.org; fax a completed form obtained from Onpoint; or mail a completed form.

3. Collection of Payer Information

Payer information will be collected or updated annually via the registration form, stored in tables in CDM and maintained by Onpoint. It shall include:

- Submitter type;
- Company information;
- Summary data regarding eligibility, medical, pharmacy, and/or dental business;
- Contact information for payer compliance, technical, and administrative staff; and
- Supplemental information for TPA's, PBM's, and insurers performing administrative services.

All payer registration information collected by Onpoint shall be directly accessible to authorized MHDO staff and available to download in Microsoft Excel spreadsheet

format. Periodically, the MHDO will review registrant information to determine if claims data submissions are required.

4. Payer Code Assignment

As part of the registration process, Onpoint shall assign a code provided by the MHDO to each payer. The code is to be associated with the payer for all future contact, correspondence, and data submissions. The payer codes master list shall be maintained by the MHDO.

5. Payer Code Activation

If, after reviewing registrant information, the MHDO determines that data must be submitted, the MHDO shall notify the payer and provide links to relevant documentation. The MHDO shall also inform Onpoint of the payer code(s) and/or suffix(es) to activate, the beginning date of the historical data to be submitted, and the file types to be submitted.

6. Submission Frequency

All payers must initially submit data to Onpoint on a monthly schedule and continue to do so until the data submissions are current. Based upon enrollment, Onpoint shall establish the long term data submission frequency in accordance with Section 3 (G) of the MHDO Chapter 243 rules and shall notify the payer of the minimum frequency.

7. Definition of Data Files, Elements, Codes, Field Lengths, and Data Type

All files submitted to the Onpoint CDM shall be in the format specified in the MHDO Chapter 243 rules. Submissions must contain header and trailer records, an eligibility file, and all applicable medical, pharmacy, and/or dental claims files. The Onpoint CDM system must correspond to the specific data elements, field lengths, data type, and coding nomenclature as specified in the Chapter 243 rules. If a technical issue arises with the data submission rule specifications that requires a temporary modification to, or deviation from, the adopted rules, the MHDO shall notify Onpoint of the modification.

8. Medicare Part A & B Data

The MHDO shall be responsible for requesting, receiving, and purchasing from the Centers for Medicare and Medicaid Services (CMS) all applicable Medicare Part A and B data files necessary to create eligibility, medical, and pharmacy files that are in the same format required by the MHDO Chapter 243 rules and to upload those files through the Onpoint CDM system portal. The schedule for submission of the data files from the MHDO to Onpoint shall be determined by the availability of the data files from CMS or its Research Data Distribution Center.

The MHDO shall be responsible for addressing and rectifying all issues related to the load, transform, and edit process, including: evaluating, correcting, and resubmitting files that fail; and, for those data that cannot meet the load or quality thresholds, provide Onpoint with threshold adjustments.

9. MaineCare Data

The MHDO shall be responsible for assuring that the MaineCare data files are to be uploaded monthly from the Maine Department of Health and Human Services, Office of MaineCare Services (OMS) through the Onpoint CDM system portal in the format required by the MHDO Chapter 243 rules. The MHDO shall be apprised of all issues that develop during the load, transform, and edit process and shall be responsible for ensuring that the OMS rectifies the issues and resubmits the data files. The MHDO shall notify Onpoint of any threshold adjustments that need to be applied to the MaineCare files. Upon request, Onpoint shall provide to the MHDO file(s), complete or incomplete, for review to diagnose problems that are preventing the files from passing the CDM edits.

10. Data Submitter Support Requirements

Onpoint shall develop a communications package/procedure manual for submitters to be reviewed and accepted by the MHDO that shall, at a minimum, contain the following:

1. specific instructions for data file submission;
2. data file, element, code specifications in accordance with the MHDO Chapter 243 rules;
3. default thresholds; and
4. Onpoint and MHDO contact information.

Onpoint shall update the communications package/procedure manual when any of the submission requirements or related information is modified and shall inform the data submitters of the modifications.

Onpoint staff shall assist submitters on a regular basis via email communication and regularly scheduled conference calls.

B. Data Processing Requirements

1. General – Edits and Thresholds

Onpoint shall apply preliminary, load, and quality edits to the eligibility and claims data files being submitted to the CDM by the submitters. Each submitted data file shall be evaluated to determine compliance with the established MHDO standards. Upon completion of the evaluation at each of the three edit stages, submitters shall be notified via an automatic e-mail whether or not their data satisfy the standards, including file identification, and specific data elements that do not satisfy the standards. These notifications must clearly specify the reasons for the failure. A detailed copy of the threshold report, also referred to as a frequency report, shall be available at the CDM site for review by authorized individuals for the data submitters.

All data submission issues shall be identified within fifteen days and every effort shall be made to resolve the issues between Onpoint and payer technical staff. If there is no technical resolution, Onpoint shall refer the matter to the MHDO and payer compliance officers.

A listing of all current default thresholds shall be made available to data submitters at the CDM system web site.

2. Preliminary Edits

When the eligibility and claims data files are sent by the submitters and loaded into the CDM system, Onpoint shall run edits to ascertain if the files contain the appropriate records and files (header record; eligibility file; medical, pharmacy, and/or dental file(s); trailer record) and if they are in the appropriate format (all required data elements; data type; field lengths; record delimiters).

3. Load Edits

For all files passing the preliminary edits, Onpoint shall load the files and shall apply default, and submitter specific assigned exception, completeness thresholds for each data element, as defined by the MHDO. For all data meeting the completeness thresholds during the load phase, Onpoint shall also apply edits to validate the accuracy of the codes associated with each data element. The code values must correspond to those defined in the MHDO Chapter 243 rules.

Onpoint shall provide data completeness reports. These reports shall be updated monthly, accessible to the MHDO online, and available for download in Microsoft Excel spreadsheet format.

4. Quality Edits

For those data files that have passed all preliminary and load edits, Onpoint shall apply the quality edits-developed for the CDM system. Data files that fail to meet one or more of the quality default thresholds shall be reviewed by Onpoint staff. If it is determined that the quality thresholds are not met or one or more of the quality checks yields questionable results, a detailed e-mail shall be sent by Onpoint to the data submitter clearly articulating the issue(s). The data submitter shall be asked to correct the problem(s) or contact Onpoint staff to further discuss the situation. Onpoint shall provide a detailed copy of the quality edit report, also referred to as the DQ validation report, at the CDM site for review by the authorized data submitter.

5. Assignment, Review and Renewal of Load and Quality Thresholds

The MHDO and Onpoint shall review annually the load and quality thresholds. Modifications to default load thresholds shall be made by comparing the established/current percentage for each data element with the actual data submission percentages for a twelve month period. The MHDO shall then set a threshold that can be reasonably met by most data submitters. The annual review of default load thresholds may occur in consultation with other state government representatives responsible for the administration of their claims database. Load thresholds for all new data elements shall be established by the MHDO.

If a data submitter fails to meet any of the default load thresholds and an analysis of the problem confirms that the data submitter, due to circumstances deemed by Onpoint as beyond their control, is unable to meet the threshold for a specific element, Onpoint shall ask the MHDO on behalf of the data submitter to adjust the default threshold for that element. Onpoint shall provide the MHDO with the reason(s) why the adjustment(s) is needed and the proposed duration, permanent or time limited, of the adjustment(s). The MHDO shall notify Onpoint of its decision regarding the adjusted threshold percentage within two business days after receiving

the adjustment request. Onpoint shall notify the data submitter of the approved load threshold modification.

Default quality thresholds shall be established and modified using appropriate statistical methods. Any modification to the default quality thresholds, proposed by a data submitter or by Onpoint, shall be transmitted to the MHDO for consideration and approval. The MHDO shall review the request and notify Onpoint of the decision within fifteen business days. Onpoint shall then notify all impacted data submitters within three business days.

6. Testing Requirements for Data Submittal Modifications

In the event of an amendment in Chapter 243 causing a modification of, including but not limited to, the data elements, data type(s), codes, and layout. Onpoint shall, when necessary, establish new data check(s) to insure both adherence to the rule and agreed to metrics. Onpoint shall notify submitters in advance of changes and provide sufficient time for test files to be submitted for evaluation to ensure conformance to the new requirements. Onpoint staff shall work with data submitters to assist in successful adherence to changes.

7. Other Data Quality Analysis Requirements

After the first fifteen months of historical data have been submitted successfully and passed all established load threshold checks and data quality checks, Onpoint shall review the data of each submitter for longitudinal consistency. This review shall result in the production of per member per month (PMPM) incurred reports and healthcare and pharmacy profiles to review overall trends and metrics for comparison to national, regional, and industry standards. Onpoint shall contact the data submitter if any discrepancies are noted in reviewing their longitudinal reports. Onpoint shall consult with the data submitter and, if warranted, suggest that the data files in question be corrected/alterd and resubmitted. Onpoint shall notify the MHDO of any interaction with a data submitter due to longitudinal consistency issues and provide the MHDO with the PMPM incurred reports and healthcare and pharmacy profiles as they are created.

Onpoint shall also produce and make available to the MHDO on a quarterly basis a duplicate members report that identifies the quantity of members that are enrolled in two different plans. Onpoint shall research any anomalies to ensure the duplicate enrollments are accurate and, if not, contact the impacted data submitters to address the problem.

8. Encryption and Assignment of Unique Subscriber/Member Identifiers

Onpoint shall provide all data submitters with a stand-alone application which has as one of its functions the ability to hash (SHA-512) direct subscriber/member identifier data elements prior to submission. Upon receipt of accurate and complete data files, Onpoint shall encrypt, following best practices with 3DES utilizing two hashed complex keys, the elements that were hashed prior to transmission to Onpoint CDM and are designated to be double encrypted as unique subscriber/member identifiers by the MHDO. If Onpoint modifies the encryption methodology or process, Onpoint shall provide to the MHDO a crosswalk of the old values to the new values.

9. Provider Identification/Linkage Services

Onpoint shall generate unique provider identification numbers (PRVIDN) for both service/rendering providers and billing providers. Using a combination of automated electronic clustering and manual review, Onpoint shall create service provider files, master provider files, and billing provider files using common provider elements (NPI, tax ID, etc.). To initially assign the PRVIDN Onpoint shall compare the submitted provider data to existing tables and files (NPPES, Maine facility and practitioner license files, etc.). Where exact matches of the linking elements can be made using automated electronic clustering, Onpoint shall assign the PRVIDN. If matches cannot be made electronically, Onpoint shall provide staff resources to research the non-linked elements to determine whether the record is a new provider requiring addition to the master file or a known provider with an altered name spelling or minor inconsistency in the associated data. Onpoint shall then load the matching combinations identified during this manual process to its master matching algorithm.

As the data files are received and processed, Onpoint shall guarantee a 92% linkage rate for Maine licensed providers. Actual linkage rates shall be reported to the MHDO on a quarterly basis with the transmittal reports specified in Section C (2) of Rider A.

10. Identification Number (IDN)

Onpoint shall assign a unique identification number (IDN) to each record within the eligibility files and medical, pharmacy, dental claims files sent by the data submitters to the CDM system.

11. Output Table Construction

Onpoint shall array the data in the following file structure:

- Member Eligibility (including medical, pharmacy, dental)
- Medical Claims
- Medical Service Providers
- Medical Billing Providers
- Medical Providers Master
- Pharmacy Claims
- Pharmacy Providers
- Pharmacy Providers Master
- Dental Claims
- Dental Service Providers
- Dental Billing Providers
- Dental Providers Master
- Home Grown CPT Codes
- Home Grown Diagnosis Codes
- Provider Specialty Codes
- Payers

C. Data File Transfer Requirements

1. Data Transfer Schedule

Onpoint shall follow the current Data Transfer Schedule (DTS) provided by the MHDO when creating extracts/files to send to the MHDO. Onpoint shall submit to the MHDO and receive confirmation of agreement in advance of any modifications to the DTS, including, but not limited to, alterations to the header, footer, encryption algorithms, file structure, record structure and/or naming specifications.

2. Transmittal Reports

Onpoint shall create and review a Data Status Summary report, and verify that all submissions flagged as being ready are included in the transfer. Onpoint shall create an Extract Summary report that indicates the number of records in each individual file sent. Onpoint shall send copies of both reports, as well as PMPM incurred and paid reports, along with each transmittal. Onpoint shall include release notes to provide any additional information regarding abnormalities or inconsistencies in transmitted data (i.e. replacement files).

3. Quality Assurance

Onpoint shall review data file(s) to assure accuracy, completeness and file integrity prior to transfer to the MHDO.

4. Method of Transfer

Onpoint shall transfer the extracts/files to the MHDO via sFTP. If it is warranted, due to a technical issue or an abnormally large size of the extracts/files, Onpoint shall deliver the data via a portable hard drive. The portable hard drive shall be provided by the MHDO to Onpoint to accomplish the transfer.

5. Frequency of Transfer

Onpoint shall provide the MHDO with extracts/files quarterly in accordance with the DTS. After the receipt of data from the payers sent in accordance with the provisions of the MHDO Chapter 243 rules, Onpoint shall have thirty days to process the data and to create the extracts/files to be transferred to the MHDO. The thirty day processing period does not include the five days that elapse before late notices are sent to data submitters, nor does it include an additional ten days for receipt of acceptable data from late submitters. Accordingly, Onpoint shall transfer the extracts/files to the MHDO on or about day fifteen in each of the following months: September, December, March, and June.

6. Communication/Contact Responsibilities

Onpoint and MHDO shall each designate a staff person in their organization as the primary contact for the transfer of the claims data extracts/files from Onpoint to the MHDO. The primary staff at Onpoint and the MHDO shall be responsible for initially addressing all problems associated with the transfers. The MHDO Primary staff person shall notify the Onpoint primary staff person of any problems discovered as soon as possible after the extract/files are loaded into the MHDO system. The MHDO primary staff person shall continue to communicate daily with the Onpoint primary staff person until all problems have been resolved. If the problems cannot be

resolved by the primary contacts, the problems are to be brought to Onpoint and MHDO managers as soon as possible.

7. Data Back-Ups

Onpoint shall maintain for a 12 month period on-site and off-site back-up copies of all source data/files submitted by the payers and accepted by Onpoint and all data extracts and files successfully transferred to the MHDO. After such time has elapsed, Onpoint shall be responsible for the secure deletion of the data/files stored on any and all media.

D. Compliance Requirements

1. Overdue Notices

If Onpoint does not receive compliant claims data from the data submitters within five days of the filing deadline as stipulated in the MHDO Chapter 243 rules, Onpoint shall within twenty-four hours provide an electronic notification of a file's delinquency or deficiencies to the data submitter staff.

2. Reports Provided by Onpoint

Onpoint shall make available to the MHDO reports that contain the status of payer files for all payer suffixes. The reports are to be updated/refreshed daily.

3. Resolution Process

If threshold adjustments are not justified and files remain in a failed status or are still missing data fifteen days beyond the date of automated overdue/failure notice, then the MHDO shall review the data status reports and produce a compliance summary to be sent to Onpoint. Within 3 business days, Onpoint staff shall provide comments to the MHDO regarding recent discussions and arrangements with payers, progress toward compliance, and remaining issues affecting outstanding/non-compliant files.

During the period between the release of overdue notices and receipt of the MHDO monthly compliance summary, Onpoint shall work with payers to determine if the issues affecting failed files can be resolved with routine technical modifications, or if resolution shall require changes to internal business/data collection processes. In the latter case, the matter shall be referred to the MHDO and payer compliance officers for resolution. Agreements made between the MHDO and payer compliance officers shall be communicated by the MHDO to Onpoint and payer technical staff for implementation.

E. Standard Communication Requirements

1. Leadership Team Meetings

The Executive Director of MHDO, the President/CEO of Onpoint, the Associate CIO of the Maine Office of Information Technology and the Manager of the Center shall meet monthly, or less frequently if all parties concur, to discuss issues related to program direction, planning, priorities, payments, funding, staffing, communication issues, and problem resolution.

2. Managers Meetings

The MHDO claims project manager, with pertinent staff, the Center manager, with pertinent staff, shall meet periodically, the frequency to be determined by the Leadership Team, to discuss specific operational issues, identify systems problems, propose resolutions, and design system modifications.

3. MHDO Board Meeting Updates

Onpoint shall present to the MHDO Board at every regularly scheduled Board meeting an eligibility and claims data submission status, an overdue report, and any other pertinent information related to the operations of the Center requested by the MHDO Board.

4. Annual Report

Onpoint shall provide to the MHDO prior to January 15th of each year an annual report covering the prior calendar year that, at a minimum, describes any contracted services provided by the Center, with resulting net earnings.

F. Maine Health Data Processing Center Board Management

1. Center Board Meetings

For all Center Board meetings (full Board, Executive Committee, etc.), Onpoint shall coordinate the meetings, prepare the agendas, take and present minutes, present financial documents, and actively participate in the meetings.

2. Financial Responsibilities

Before January 1st of each year, Onpoint shall provide for an independent audit of the activities of the Center. The audit shall be made available to the boards of directors of the MHDO and Onpoint. The audit must be conducted in accordance with Maine statutes.

Using General Accounting Principles, Onpoint shall perform all accounting functions for the Center, including, but not limited to, the preparation of financial statements on a monthly and ad hoc basis.

3. By-Law Oversight

Onpoint shall be responsible for coordinating all modifications to the Center by-laws, including, if necessary, the hiring of legal counsel to review the modifications.

Rider B - Payment and Other Provisions

A. Compensation

As further described in subsections 1 and 2, for the term of this Agreement specified in Section O of Rider B, with the exception of the Center costs described in subsection 3, the MHDO shall pay the Center for all work specified in Rider A, a total dollar amount not to exceed \$559,746, unless said amount is altered through the terms and conditions set forth in Section E of Rider B. The Center shall pay Onpoint a total dollar amount not to exceed \$559,746 plus all Access Fees, unless said amount is altered through the terms and conditions set forth in Section E of Rider B.

1. Core Work

For all work specified in Rider A that is not associated with provider linkage and/or technical assistance, the MHDO shall pay the Center \$20,680 per month and shall not exceed \$372,240 for the term of the Agreement. For the Core Work, Onpoint shall pay the Center an amount limited to the Access Fees collected. For the Core Work, the Center shall pay Onpoint \$20,680 plus any collected Access Fees per month and shall not exceed \$372,240 plus all Access Fees for the term of the Agreement.

2. Provider Linkage and Technical Assistance

For all work specified in Rider A that is associated with provider linkage and/or technical assistance, the MHDO shall pay the Center \$10,417 per month and shall not exceed \$187,506 for the term of the Agreement. For the provider linkage and/or technical assistance, the Center shall pay Onpoint \$10,417 per month and shall not exceed \$187,506 for the term of the Agreement.

3. Center Costs

In addition to the payments made for core work and provider linkage and technical assistance as specified in subsection 1 and 2, all costs associated with the preparation of the annual Center audit as described in Rider A, Section F (2) and any legal costs incurred through the requirements of Rider A, Section F (3) shall be paid to the Center by MHDO and Onpoint, in the cost sharing ratio of 60%-MHDO and 40%-Onpoint.

B. Invoices and Payments

Invoices shall be submitted by Onpoint to the Center on a monthly basis using its customary invoice form. Separate invoices must be submitted for core work and provider linkage/technical assistance. Invoices for core work must list, by state, the Access Fee dollars credited to the MHDO to defer a portion of the amount incurred by the Center.

C. Set-Off Rights

The MHDO shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the MHDO's option to withhold for the purposes of set-off any monies due to Onpoint under this Agreement. The

MHDO shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the MHDO, its representatives, or the State of Maine Controller.

D. Escalation Process

Every effort should be made to resolve issues or disagreements at the lowest operational level. Those which cannot be or those requiring decisions that would have large operational or financial ramifications are first to be brought to the managers meetings, and, if necessary, to the leadership team, as described in Section E (1) of Rider A. If the issue cannot be resolved by the leadership team, it shall be brought forth to the Center's Board for arbitration.

E. Changes in Scope of Work

MHDO may, at any time during the term of the Agreement, request a modification to the specifications, or an addition or reduction, or other change in the scope of work. If MHDO desires such a modification, it shall notify Onpoint in writing, describing in detail the requested modification. To the extent the requested modification requires additional work or investigation to respond to the requested modification, Onpoint shall advise MHDO and the Center and request authorization to proceed with such investigation, including whether time spent performing such investigation would be chargeable on a time and materials basis. If Onpoint believes that any proposed modification is impracticable or would impair the integrity of the data submission, processing, or transfer system as described in Rider A, Onpoint shall immediately, and in no event more than fifteen (15) days after receipt of a modification request, advise MHDO and the Center in writing that the request cannot be accepted. Within thirty (30) days after Onpoint's receipt of a modification request, or such later date as may be agreed by the parties where investigation is required, Onpoint shall provide a final response. If Onpoint accepts the request, the parties shall negotiate the necessary adjustments to achieve such modification and any necessary changes to the terms of this Agreement.

F. Access to Records and Operational Processes

1. Records

Onpoint shall maintain all books, documents, payroll records, accounting records and other evidence pertaining to costs incurred under this Agreement and to make such materials available at their offices at all reasonable times during the period of this Agreement for inspection by the Center or any authorized representative of the Center.

2. Operational Processes

At all reasonable times during the period of this Agreement Onpoint shall allow the Center, or any authorized representative of the Center, to audit Onpoint's business systems/operational processes to ensure that the requirements of this Agreement are being met.

G. Ownership; License

1. Definitions

The following terms shall have the meaning specified below:

“Authorized Users” means employees of third party health care claims processors authorized to submit data to Onpoint. Authorized Users also include persons authorized by MHDO and the Center to access and use the System.

“Claims Data” means the health care claims data, enrollment and eligibility data, and all other tables and files specified under Rider A, Section B (11) pertaining to data collected on behalf of MHDO by Onpoint and entered into the System, including any modifications to health care claims data upon entry into the System.

“System” means the Claims Data Management system described in Rider A hereto, including, without limitation, all internal processing systems and hardware, external interfaces, and tracking, communication and administration features thereof, as well as all documentation, software, code and/or algorithms incorporated therein or associated therewith, each as updated from time to time during the term of the Agreement.

2. Ownership of System

The System, including all patents, copyrights and other intellectual property rights embodied therein or associated therewith, is and shall remain the sole and exclusive property of Onpoint.

3. Representations and Warranties

Each party represents and warrants that: (i) it has the right to enter into this Agreement and has taken all necessary corporate or other action to enter into this Agreement to consummate the transactions contemplated hereby and to perform its obligations hereunder; (ii) this Agreement has been duly executed and delivered by the party and is a legal, valid and binding obligation of the party, enforceable against it in accordance with its terms; (iii) neither the execution and delivery of this Agreement by the party nor the performance by party of its obligations hereunder will result in a breach of any contract or other instrument to which it is a party or by which it is bound; and (iv) it complies, and at all times shall comply, with all applicable laws, rules and regulations in effect during the term.

Contractor further represents and warrants that (i) it will perform the services set forth herein in a professional, workmanlike manner consistent with commercially reasonable industry standards; and (ii) the System when used by Authorized Users in the manner contemplated hereunder does not and will not infringe upon any third party intellectual property rights.

4. Access to and Use of the System

Subject to the terms, conditions and limitations of this Agreement, and provided the Center is not in default of the Agreement terms, Onpoint hereby grants to Center and MHDO a non-exclusive, non-transferable right and license during the term of the Agreement to allow Authorized Users to access and use the System for the purposes contemplated herein. All rights not expressly granted hereunder are reserved to Onpoint and its licensors.

5. Ownership of Claims Data; License

MHDO shall retain all rights to the Claims Data, including the right to access the administrative claims data reports through the Onpoint System during the term of this Agreement. Onpoint shall have all rights in the System, code or functions that enable the System to operate, subject to the right of the MHDO to access its Claims Data during the term of this Agreement. Should the Agreement terminate, Onpoint shall provide to the MHDO the encryption algorithms used and their applicable keys to replicate the encryption process described in Section B (8) of Rider A.

H. Prohibition of Use of Data

Onpoint shall be strictly prohibited from releasing or using data or other information obtained in its capacity as a receiver and processor for the Center of the data from the submitters for any purpose other than those specifically authorized by Maine statutes and MHDO rules. In no event shall Onpoint sell the data collected or otherwise use it for purposes other than those authorized by this Agreement. Failure to comply may be a violation of Maine statutes and may lead to enforcement actions and termination of this Agreement.

I. Relationship of the Parties

The parties agree that in carrying out their responsibilities pursuant to this Agreement they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partners or joint ventures, fiduciaries or any association for profit between and among the parties or any of their respective affiliates. Onpoint shall have no responsibility or liability for the acts or omissions of the Center or the MHDO and their respective employees, officers, directors or agents.

J. Interpretation and Performance

This Agreement shall be governed and construed in accordance with the laws of the State of Maine without regard to its conflicts of law principles.

K. Security/ Privacy Requirements

1. General

Onpoint shall be responsible for the security of the databases including all incoming and outgoing files. This includes administrative procedures and physical safeguards to guard data integrity, confidentiality and availability. These safeguards include protection of computer systems and related physical structures from fire, other natural and environmental hazards, and intrusion; the use of locks, keys and administrative measures used to control access to computer systems and facilities; technical security to protect, control and monitor information access; and technical security mechanisms to guard against unauthorized access to data transmitted over a communications network. Onpoint will comply with HIPAA security rules and other federal and state laws as applicable.

2. CMS Data Use Agreement

All Onpoint employees who have access to Medicare claims data must sign, and abide by the terms and conditions of the attached Centers for Medicare and Medicaid Services (CMS) Data Use Agreement, entitled: CENTERS FOR MEDICARE &

MEDICAID SERVICE, DATA CONTAINING INDIVIDUAL-SPECIFIC INFORMATION - Incorporation of Medicare Patient Level Data For Maine Residents Into TheMaine Health Data Organization Health Care Claims Database (copy attached). The referenced CMS Data Use Agreement continues to be in force with the acquisition of calendar year 2008, 2009, and 2010 Medicare data.

3. Maine Office of Information Technology Requirements

Onpoint shall make every effort to comply with the Maine Office of Information Technology's Remote Hosting Policy displayed at:
<http://www.maine.gov/oit/policies/RemoteHostingPolicy.htm>).

L. Indemnification

1. Infringements

In the event a party becomes aware of any claim that the Onpoint's Claims Data Management System infringes upon a third party's intellectual property rights, such party shall promptly notify Onpoint of such infringement claim. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the control of Onpoint and at Onpoint's sole expense. Onpoint agrees to indemnify and hold MHDO and the Center harmless from any damages or expenses (including attorneys fees) actually and finally awarded against MHDO and the Center in any lawsuit arising out of or related to such third party infringement claim. In the event of any claim pursuant to this clause, Onpoint shall, at its sole option and expense: (a) procure for MHDO and the Center the right to continue to grant access to authorized data submitters to use the System; or (b) modify the System so it becomes non-infringing, or, in the event that neither of the foregoing options is feasible, (c) terminate the Agreement. This section states the sole and exclusive remedy of the MHDO and the Center for any alleged infringement and is in lieu of all warranties, express or implied, in regard thereto.

2. Exclusions

The provisions of this Section notwithstanding, Onpoint shall not have any liability to the MHDO or the Center to the extent that any claim or liability is based upon: (a) use of the System in conjunction with any data, equipment, service, software or resource not provided by Onpoint, where the System alone would not be infringing or otherwise be the subject of the claim; or (b) any modification to the System not made by or at the direction of Onpoint.

M. Force Majeure

Neither party shall be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party: (a) gives the other party prompt notice of such cause; and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

N. Equal Employment Opportunity Requirements

During the performance of this Agreement, Onpoint agrees as follows:

1. Onpoint shall not discriminate against any employees or applicant for employment relating to this Agreement because of race, color, religious creed, sex, sexual orientation, national origin, ancestry, age or physical and mental handicap, unless related to a bona fide occupational qualification. Onpoint shall take affirmative action to insure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfers; recruitment, or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. Onpoint agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
2. Onpoint shall, in all solicitations or advertising for employees placed by or on behalf of Onpoint relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, sexual orientation, national origin, ancestry, age or physical and mental handicap.
3. Onpoint shall send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract of understanding, whereby he is furnished with labor for the performance of this contract, a notice, to be provided by Onpoint, advising the said labor union or workers' representative of Onpoint commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
4. Onpoint shall cause the foregoing provisions to be inserted in any subcontracts for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial or raw materials.

O. Term/Termination

The term of this Agreement will commence on the Effective Date and continue in force and effect until March 31, 2013, unless sooner terminated as provided herein. Prior to March 31, 2013, Onpoint shall, in accordance with the terms and conditions set forth in Rider A, accept and process claims data with paid dates through December 31, 2012 collected through and including February 15, 2013, with the final extracts produced and successfully transferred to the MHDO by March 15, 2013. Upon expiration, the term of the Agreement may be extended upon mutual agreement of all parties in writing.

The performance of work under this Agreement may be terminated in whole, or, from time to time, in part, for any reason if any party determines that such termination is in the best interest of the party. Any such termination shall be effected by delivery of a Notice of Termination at least 90 days prior to termination specifying the extent to which such termination becomes effective. In addition, Onpoint may terminate this Agreement, immediately upon notice to the others, in the event that Onpoint: (i) ceases to conduct its business (whether voluntarily or involuntarily) in the ordinary course; or (ii) becomes the subject of any voluntary or involuntary bankruptcy,

receivership, or other insolvency proceedings, or makes an assignment or other arrangement for the benefit of its creditors.

In the event that this Agreement is terminated and not extended, and if transition functions are required, the MHDO shall notify Onpoint in writing, describing in detail the required functions. The amount of compensation for the transition functions shall be consistent with the principles of compensation upon which the fixed price compensation set forth in Rider B, Section A was based.

P. Management Services Agreement Representative

The Agreement Administrator shall be the Center representative during the period of this Agreement. He/she will monitor the progress of the Agreement and will approve all invoices sent by Onpoint. On behalf of the Center, he/she will make decisions regarding any issues affecting the Agreement.

Q. Management Services Agreement Administrator

All invoices, progress reports, correspondence and related submissions from Onpoint shall be directed to

Name: Michael Brannigan

Title: Chair, Maine Health Data Processing Center Board of Directors

Address: Anthem Incorporated
2 Gannett Drive
South Portland, Maine 04106-6911

All notices, correspondence and change orders shall be directed to Onpoint's representative:

James H. Harrison
President/CEO
Onpoint Health Data
Association Drive, P.O. Box 360
Manchester, ME 04351-0360

R. No Third Party Beneficiary

The terms and provisions of this Agreement are intended solely for the benefit of each party hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

S. Severability

If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction, or declared under any law, rule or regulation of any government having jurisdiction over the parties hereto, to be invalid, illegal or otherwise unenforceable, then such provision will, to the extent permitted by the court or government not be voided but will instead be construed to give effect to its intent

to the maximum extent permissible under applicable law and the remainder of this Agreement shall remain in full force and effect according to its terms.

T. Entire Agreement

This Agreement contains the entire Agreement of the parties, and none of the parties shall be bound by any statement or representation not contained herein. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by all parties.